

AGREEMENT BETWEEN ADJOINING LANDOWNERS

THIS AGREEMENT is made this 7 day of October, 1991, by and between JOHN H. LEANDER and MARILYN J. LEANDER (Leanders) who reside at 705 Big Horn Avenue, Sheridan, WY 82801, and GEORGIA LEE DOUGLAS (Douglas), a married person dealing in separate property, whose address is 46 Wakeley Road, Sheridan, Wyoming 82801.

R E C I T A L S

1. Leanders are the owners in fee of Lot 22, in Block 1, of Smyth's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

2. Douglas is the owner in fee of Lot 21, in Block 1, Smyth's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

3. There is now erected on the Douglas premises, a driveway and garage; that the north part of the garage and driveway encroach on the south part of the Leander property.

IN CONSIDERATION of this Agreement, and other good and valuable considerations, Leanders, for themselves, their heirs, executors, administrators, and assigns, covenant and agree that so long as the encroaching building shall remain standing, Douglas and her heirs, executors, administrators or assigns, shall have the right to have the building overlap and extend beyond the north boundary of said Lot 21, and the said building and the driveway thereto may encroach and rest on the land of Leanders to the same extent and in the same manner as the garage and driveway now overlap and encroach on said land.

IN CONSIDERATION hereof, Leanders shall have the right to make occasional use of the present driveway located on Douglas' property for ingress and egress to load and unload fire wood, building materials, tools and equipment.

The provisions hereof shall operate as a covenant running with both parcels of land above described, and shall bind both

parties hereto and their respective heirs, executors, administrators, and assigns. The parties recognize that neither party shall obtain any rights in the premises of the other by adverse use or possession, for the uses described herein.

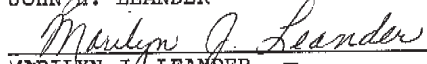
This instrument and the covenants herein contained shall remain in force and effect only so long as the present garage and the encroaching portion thereof shall remain standing; and that on the removal or destruction thereof, all rights of the parties hereunder shall cease.

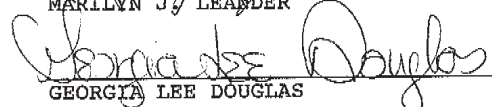
The parties recognize that the boundary fence between the east end of the Douglas garage and the alley is located on Leander property. It is agreed that Leander may move the fence onto the south boundary of said Lot 22.

The parties further agree that a Right-of-Way Agreement acknowledged April 28, 1950, and signed by their predecessors in interest, namely R. B. Kelso and Mildred D. Kelso, owners of said Lot 22, and Stewart Smith and Georgia Smith, owners of said Lot 21, is rescinded and shall have no further effect.

IN WITNESS WHEREOF, the parties have executed this agreement the 7th day of October, 1991.


JOHN H. LEANDER


MARILYN J. LEANDER


GEORGIA LEE DOUGLAS

_____ May 5, 1992 _____
Notary Public
KAREN K. CASH
NOTARY PUBLIC
SHERIDAN COUNTY, WYOMING
My Commission expires: _____
The foregoing instrument was acknowledged before me by
Georgia Lee Douglas, this 3 day of October, 1991.
WITNESS my hand and official seal.

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS
The foregoing instrument was acknowledged before me by
John H. Leander and Marilyn J. Leander, this 2nd day of October,
1991.
WITNESS my hand and official seal.

_____ October 1, 1992 _____
Notary Public
MARK J. MURPHY
NOTARY PUBLIC
SHERIDAN COUNTY, WYOMING
My Commission expires: _____